

EXHIBIT A

AGREEMENT BETWEEN THE COUNTY OF DUPAGE
AND NORTHERN ILLINOIS FOOD BANK TO ALLEVIATE FOOD INSECURITY
IN THE AMOUNT OF \$2,000,000

WHEREAS, the County of DuPage ("County") is a body corporate and politic; and

WHEREAS, Northern Illinois Food Bank is an Illinois not-for-profit corporation organized and operated exclusively under section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, the County and Northern Illinois Food Bank ("Agency") are hereafter sometimes referred to as the "Party" and collectively referred to herein as "the Parties"; and

WHEREAS, the Parties have prepared this Agreement to govern the distribution of the funds identified above.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

- 1. Purpose of the Agreement.** The purpose of this Agreement is to provide a process to reimburse the Agency for food, essential commodities, distribution, administration and related operational expenses. With this support, the Agency will be able to distribute produce, protein, dairy products, and essential commodities to food pantry partners in DuPage County.
- 2. Eligible Uses.** Funds appropriated by the County Board for disbursement under this Agreement shall be used to provide reimbursement for food, essential commodities, distribution, administration, and related operational expenses.
- 3. Recitals.** The recitals to this Agreement are incorporated as though set forth fully herein.
- 4. Term.** This Agreement shall be effective March 24, 2026, through June 30, 2028. Terms relating to indemnification and access to records shall survive indefinitely.
- 5. Termination, Breach.** This Agreement may be terminated upon thirty (30) days' notice to the other Party with the written consent of the other Party. All terms of this Agreement shall be considered material terms and therefore all breaches shall be deemed material breaches. In the event of a breach of this Agreement by any Party, the non-breaching Party shall provide the breaching Party with written notice of the breach and

shall provide a period of not less than thirty (30) days to cure said breach.

- 6. Venue, Applicable Law.** The exclusive venue for disputes arising from this Agreement shall be the 18th Judicial Circuit Court, sitting in Wheaton, Illinois. This Agreement shall be governed by the laws of the State of Illinois.
- 7. Payment.** The County agrees to reimburse the Agency up to \$2,000,000 for food, essential commodities, distribution, administration, and related operational expenses. Total operational and administrative expenses related to the purchase and distribution of food and commodities to local food pantries may not exceed 10% of the total grant amount. Monthly payment is contingent upon the Agency submitting monthly invoices with itemized expenses to the County. Itemized breakdowns shall include a category for administrative and operational expenses. Monthly invoices shall include backup documentation for itemized expenses, which may include, but not be limited to: invoices, receipts, check copies, payroll ledgers, and timesheets.
- 8. Report to the County.** The Agency shall submit monthly performance measure reports to the County. Reports submitted by the 15th of the month shall reflect data through the end of the prior month. Reports shall include, but not be limited to: (1) the amount of food and other essential commodities purchased; and (2) the list of food pantries assisted with estimated value of items provided to each food pantry.
- 9. Review of Operations.** The County may monitor and conduct an evaluation of operations funded. An evaluation may include a visit from County personnel to observe and review the Agency's financial and program materials relating to the activities financed.
- 10. Assignment.** Neither Party shall assign performance under this Agreement, nor shall either Party transfer any right or obligation under this Agreement without the express written approval of the County.
- 11. Amendment.** Any amendment to the terms of this Agreement must be in writing and will not be effective until it has been executed and approved by the same Parties who approved and executed the original Agreement or their successors in office.
- 12. Waiver.** If the County fails to enforce any provision of this Agreement, that failure does not waive said provision or the County's right to enforce it.

13. Sole Agreement. This Agreement contains all negotiations between the County and the Agency. No other understanding regarding this grant Agreement, whether written or oral, may be used to bind either Party.

14. Liability.

(a) The Agency agrees to indemnify, save, and hold the County, its officers, agents and employees, harmless from any claims or causes of action, including attorney's fees incurred by the County, arising from the performance of this Agreement by the Agency, its officers, agents or employees. This clause will not be construed to bar any legal remedies the Agency may have for the County's failure to fulfill any of the County's obligations under this Agreement.

(b) The Agency agrees to indemnify, save and hold the County harmless for any claims arising out of any events, including personal injury or other liability claims, for which the Agency receives reimbursement of any expenses.

15. No Joint Venture or Partnership. The County and the Agency are not partners or joint venturers with each other and nothing herein shall be construed so as to make them such partners or joint venturers or impose any liability as such on any Party.

16. Audit. The Agency agrees to retain and provide access to all financial records and documents related to the funds for a period of seven (7) years for local, state and federal audit purposes.

[SIGNATURE PAGE TO FOLLOW]

THUS, in witness thereof, the Parties have executed this Agreement on the date first written below.

The County of DuPage

By: _____
Print Name: Deborah A. Conroy
Title: County Board Chair
Date: March 24, 2026

Northern Illinois Food Bank

By: _____
Print Name: _____
Title: _____
Date: _____